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COMMONWEALTH OF PENNSYLVANIA



DEPARTMENT OF ENVIRONMENTAL RESOURCES

Wilkes-Barre Regional Office
Bureau of Solid Waste Management
90 E. Union Street
Wilkes-Barre, Pa. 18701
Phone: (717)826-2516
May 19, 1980

Lyncott Corporation
Mr. Arthur Scott
R. D. #1, Box 43
New Milford, PA. 18834

Re: Module I - Armstrong Corp.
Lyncott Corporation
I. D. #101025

Dear Mr. Scott:

The technical staff of the Bureau of Solid Waste Management has received the information submitted to us by Stabatrol Corporation regarding the industrial waste from Armstrong Corporation. Approval to dispose of this waste at the Lyncott Sanitary Landfill in New Milford Township, Susquehanna County, Pennsylvania is hereby granted with the following conditions:

1. This approval applies to the plans and drawings for the Lyncott site which were drawn by John Rosso, P.E. on 8/15/79 and revised 9/2/79, 11/6/79, 12/12/79 and 1/18/80.
2. This waste material must be disposed of in accordance with the method described in Module I Industrial Waste Disposal at Permitted Sites prepared by Richard E. Valiga and dated 10/31/79. Specifically, this waste is to be placed in drums and then encapsulated in vaults #1 or 2.
3. All storage areas must be maintained in a safe condition in accordance with Chapter 75, Sections 75.28 and 75.31.
4. The collateral bond dated April 29, 1980 and assignment Solid Waste Collateral Bond (certificate of deposit #9907) dated April 29, 1980 has been approved. Additional bonding payments must be provided to the Department in accordance with Appendix A-3 as attached to the Collateral Bond.
5. Groundwater monitoring must be conducted and reports submitted as per the following schedule:
 - a. Chemical Analysis Quarterly Report for each monitoring point on a quarterly basis.
 - b. Chemical Analysis Annual Report for each monitoring point as per the established schedule.

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Lyncott Corporation

May 19, 1980

All monitoring reports are to be submitted to the Bureau of Solid Waste Management, 90 East Union Street, Wilkes-Barre, Pennsylvania 18701.

In addition, please submit the following information:

1. Were the analyses performed before or after the addition of speed dry material?
2. On 4/14/80 Rich Valiga stated that he had additional leaching data on terra-tite compatibility. This data should be submitted.

Please contact this office if you have questions regarding this approval.

Very truly yours,



Frederick J. Karl
Solid Waste Regional Manager

FJK/DJL:jr

cc: J. Chester

J. Snyder

J. Rosso

K. Shaw

D. Lamereaux

W. Adams

Armstrong Corp. ✓

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Waste Transfer and Disposal Agreement

On this 2 day of January, 19 81, the parties,
Armstrong World Industries
a Pennsylvania corporation with its principal offices at Liberty Street
Lancaster, Pennsylvania
(hereinafter called "Generator"), and Stabatrol Corporation
a Pennsylvania corporation with its principal
offices at 1000 Conshohocken Road Norristown, Penna. 19404
(hereinafter referred to as "Disposer"), have agreed as follows:

*RLT
2/24*
1. **WASTE MATERIALS.** During the term of this Agreement, Generator will provide to Disposer Generator's
~~entire~~ output of certain waste materials generated at Lancaster
(up to a maximum of 320 Drums
per Month), the chemical composition and physical characteristics
of which materials are described in the "Generator's Waste Material Profile Sheet," Code designation I.D. 101025
P 41 ~~attached hereto and incorporated herein~~

2. **DISPOSER SERVICES.** Disposer agrees to provide Generator the following services, as indicated by the
initials of Disposer in one or more of the following boxes:

- a. ☐ Loading of the described waste materials onto transportation vehicles, cars or vessels.
- b. ☐ Transportation of the described waste materials from _____
_____ to the permitted storage facility at _____
- c. ☐ Transportation of the described waste materials from _____
_____ to the disposal facility next following.
- d. ☒ Disposal of the described waste materials, in a manner permitted by law, at the following facility:
Lyncott Landfill
New Milford, Penna.

3. **FEES AND BILLING.** For those services provided by Disposer, Generator will pay Disposer a fee as follows:

\$42.00 / Drum

Disposer shall submit monthly statements to Generator which shall be paid not later than thirty (30) days from
date of receipt. Disposer shall retain copies of statements for at least five (5) years, as a record of disposal.

4. **TERM.** This Agreement shall have a term of one year from the date hereof, unless some shorter period is
hereafter entered:

Either party may terminate this Agreement, with or without cause, upon 60 days' written notice to
the other party.

5. **TRANSFER OF WASTES AND TITLE.** Generator's waste materials, so described, will be transferred to
Disposer at the following place, times, frequencies and quantities: At the time disposer accepts
delivery of the waste at their facility title, risk of loss and all other
incidents of ownership to the waste materials shall be transferred from generator
to disposer

At the time Disposer takes possession of, and removes, waste materials from the place of transfer, or at the time Disposer accepts delivery of the waste materials at the designated storage or disposal facility, whichever circumstance is applicable, title, risk of loss and all other incidents of ownership to the waste materials shall be transferred from Generator and vested in Disposer.

In the event waste materials are discovered to be non-conforming, Disposer may revoke its acceptance of the materials. A justified revocation of acceptance shall operate to revert title, risk of loss and all other incidents of ownership in Generator, at the time revocation is communicated to Generator. Waste materials shall be considered non-conforming, for purposes of this Agreement: (i) if they are not in accordance with the descriptions, limitations or specifications stated in the attached Waste Material Profile Sheet; or (ii) if they have constituents or components, not specifically identified in the Waste Material Profile Sheet, (a) which increase the nature or extent of the hazard and risk undertaken by Disposer in agreeing to handle, load, transport, store, treat or dispose of the waste materials, or (b) for whose storage, treatment or disposal the Disposal Facility is not designed or permitted.

Waste materials discovered by Disposer to be non-conforming, if they are in Disposer's possession, shall be prepared for lawful transportation and returned to Generator within a reasonable time, not to exceed seven days, after notice of revocation of acceptance has been communicated to Generator, unless within such time the parties agree to some alternative lawful manner of materials disposition. Generator shall pay Disposer its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for non-conforming waste materials returned to Generator under this paragraph.

6. DISPOSER WARRANTIES. Disposer warrants that: it understands the currently known hazards which are presented to persons, property and the environment in the transportation, storage and disposal of the described waste materials; it will transport, store and dispose of such materials in full compliance with all governmental laws, regulations and orders; the storage and disposal facilities above described are now licensed and permitted to store and dispose of waste materials within the description of Paragraph 1; and, in the event the storage or disposal facility loses its permitted status hereafter during the term of this Agreement, Disposer will promptly notify Generator of such loss.

7. GENERATOR WARRANTIES. Generator warrants that: the description of its waste materials, made in Paragraph 1, is true and correct; waste materials to be transferred to Disposer will conform to such description; containers of waste materials transferred to Disposer will be marked, labeled and otherwise in conformance with governmental laws, regulations and orders; he holds clear title to all waste materials to be transferred hereunder; he is under no legal restraint or order which would prohibit transfer of possession or title to such materials to Disposer for transportation and storage or disposal; and he has, and will during the term hereof, communicate to Disposer those hazards and risks known or learned by the Generator to be incident to the handling, transportation, storage and disposal of the waste materials.

8. INDEMNIFICATION. Disposer agrees to indemnify, save harmless and defend the Generator from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, (including costs of defense, settlement and reasonable attorneys' fees), which it may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, caused, in whole or in part, by (i) Disposer's breach of any term or provision of this Agreement; or, (ii) any negligent or wilful act or omission of the Disposer, its employees or subcontractors in the performance of this Agreement.

Generator agrees to indemnify, save harmless and defend the Disposer from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, (including costs of defense, settlement and reasonable attorneys' fees), which it may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, caused, in whole or in part, by (1) Generator's breach of any term or provision of this Agreement; or, (ii) any negligent or wilful act or omission of the Generator, its employees or subcontractors in the performance of this Agreement.

9. INSURANCE. Disposer shall procure and maintain, at its expense, during the term of this Agreement, at least the following insurance, covering activities, performed under, and contractual obligations undertaken in, this Agreement:

COVERAGE	LIMITS
(a) Workmen's Compensation	Statutory
(b) Employer's Liability	\$500,000 each occurrence
(c) Public Liability (bodily injury)	\$5,000,000 combined single limit
(d) Public Liability (property damage)	same as (c) above
(e) Automobile Liability (bodily injury)	\$200,000 each person \$500,000 each occurrence
(f) Automobile Liability (property damage)	\$50,000 each occurrence

Disposer agrees to furnish insurance certificates, showing Disposer's compliance with this Section, upon written request of the Generator. ORIGINAL
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10. WORK ON GENERATOR'S PREMISES. Generator agrees to provide Disposer, its employees and subcontractors a safe working environment for any work, in performance of this Agreement, which must be undertaken on premises owned or controlled by the Generator. Disposer, its employees and subcontractors shall comply with the Generator's safety procedures while on the Generator's premises, provided such procedures are conspicuously and legibly posted in the working area or have been delivered, in writing, to Disposer prior to the commencement of work on the Generator's premises.

11. INDEPENDENT CONTRACTOR. Disposer is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither Disposer nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the Generator.

12. INSPECTIONS. The Generator shall have the right to inspect and obtain copies of all written licenses, permits or approvals, issued by any governmental entity or agency to Disposer or its subcontractors which are applicable to the performance of this Agreement; to inspect and test, at its own expense, transportation vehicles or vessels, containers or disposal facilities provided by Disposer; and to inspect the handling, loading, transportation, storage or disposal operations conducted by Disposer in the performance of this Agreement. Such inspections are encouraged by Disposer.

13. EXCUSE OF PERFORMANCE. The performance of this Agreement, except for the payment of money for services already rendered, may be suspended by either party in the event the delivery or transportation of the described waste materials by Generator, or transportation, storage or disposal of such materials by Disposer are prevented by a cause or causes beyond the reasonable control of such party. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood, or sabotage; lack of adequate fuel, power, raw materials, labor or transportation facilities; governmental laws, regulations, requirements, orders or actions; breakage or failure of machinery or apparatus; national defense requirements; injunctions or restraining orders; labor trouble, strike, lockout or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment).

14. DELEGATION AND ASSIGNMENT. Disposer may at any time, upon written notice to the Generator, delegate, orally or in writing, the performance of the work, or any portion thereof, which is by this Agreement undertaken by Disposer; provided, however, Disposer may not, without the prior written consent of Generator, cause the storage or disposal of the waste materials at any facility other than those specified in Sections 2 (b) or 2 (d) of this Agreement. Any such delegation shall not operate to relieve Disposer of its responsibilities hereunder and, notwithstanding any such delegation, Disposer shall remain obligated to the Generator in these undertakings. Either party may, at any time, upon written notice to the other party, assign its rights under this Agreement.

15. NOTICE. Any notice to be given under this Agreement shall be in writing and delivered to the address of the respective party below:

GENERATOR:

Armstrong World Industries
Liberty Street
Lancaster, Penna. 17604
W. Allison

DISPOSER:

Stabatrol Corporation
P.O. Box 578
Norristown, Penna. 19404
Michael Scornavacchi

16. LAW TO APPLY. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of Penna.

17. ENTIRE AGREEMENT. This Agreement represents the entire understanding and agreement between the parties hereto relating to the transportation, storage, treatment, processing and disposal of the described waste materials and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same and supersedes any and all terms and conditions which may be contained in any purchase orders, issued by the Generator prior or subsequent to this Agreement.

In no event shall the preprinted terms or conditions found on any Disposer or Generator purchase or work order be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both parties: such preprinted terms or conditions shall be considered null and of no effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

GENERATOR:

Armstrong World Industries
By: Larry D. Bennidge
Title: DIRECTOR OF PURCHASING

Approved As To Form

DISPOSER:

Stabatrol Corporation
By: Richard E. Valiga
Title: President

Legal Department